

**Idaho Division of Public Works  
PRECONSTRUCTION CONFERENCE**

**Date:**

**DPW Project No:**

**Project Name:**

**Project Location:**

**1.0 Project Contacts**

Contractor (firm):

Contractor's Project Manager: \_\_\_\_\_ phone/fax: \_\_\_\_\_

Cell: \_\_\_\_\_

Project Superintendent: \_\_\_\_\_ phone/fax: \_\_\_\_\_

Architect/Engineer (firm):

Project Architect/Engineer: \_\_\_\_\_ phone/fax: \_\_\_\_\_

Agency:

Agency Representative: \_\_\_\_\_ phone/fax: \_\_\_\_\_

**1.1 Division of Public Works**

Field Representative: \_\_\_\_\_ phone/fax: \_\_\_\_\_

Cell: \_\_\_\_\_

Project Manager: \_\_\_\_\_ phone/fax: \_\_\_\_\_

**1.2 Others:** \_\_\_\_\_ phone/fax: \_\_\_\_\_

\_\_\_\_\_ phone/fax: \_\_\_\_\_

\_\_\_\_\_ phone/fax: \_\_\_\_\_

**2.0 Contract Information**

**2.1 Notice to Proceed.**

- Definition: Authorization/direction to the contractor to begin work on the project. Sets the contract start and completion dates.
- The contract start date is \_\_\_\_\_. A contract time period of - - - calendar days is specified, which gives you a contract completion date of - - -
- Comment:

**2.2 Construction Contract.**

- At this point, all contract parties should have their contract document package, which contains your copy of the actual contract, the notice to proceed, and most of the forms that will be used in the administration of the contract.
- The Contract amount is a lump sum of :
- The Contract includes all work in the base bid and the following alternates:
- The Contract provides the following unit prices:
- Comment:

### **2.3 Liquidated Damages.**

- The contract provides for liquidated damages at the rate of :        per calendar day, past the completion date indicated on the NTP.
- Comment:

### **2.4 Bonds and Insurance.**

- Bond and insurance issues should be resolved at this point. Copies of bond and insurance certificates should be attached to your copy of the contract.
- Comments:

### **2.5 Review of Sub-Contractors.**

- The Contractor is required to submit a COMPLETE list of sub-contractors and suppliers for review by the A/E and DPW. A completed copy of the State Tax Reporting Form is acceptable.
- ALL sub-contractors must hold an Idaho Public Works Contractor License in the proper categories and of sufficient capacity for their work on the project.
- Comments:

### **2.6 Permits and Fees.**

- The Contractor will obtain and pay for all permits, licenses and fees arising from construction activities. This includes Division of Building Safety building permit, electrical, HVAC (mechanical) and plumbing permits.
- Comments:

### **2.7 Interpretations of the contract documents.**

- By contract, the Architect or Engineer is responsible for all interpretations of the contract documents.
- ALL requests for clarifications or interpretations must be in writing. While verbal questions and answers are not necessarily discouraged, they DO need to be documented.
- Such requests should be in the form of an "official" Request for Information. Contractors may use their own form or the standard RFI form DPW has adopted. Numbering MUST be sequential from the General Contractor.
- ALL interpretations made MUST be in writing.

- Architect's Supplemental Instruction will be used if the interpretation is deemed to be a change in contract terms and NOT to have a dollar impact.
- Clarifications of intent will be documented as response to a Contractor's Request for Information.
- The Project Architect/Engineer, for this project is:
- Comments:

### **3.0 General Conditions.**

#### **3.1 Materials Issues.**

- The executed construction contract and Notice to Proceed is now in the Contractors hands, so all sub-contracts, materials contracts, and equipment contracts should be issued, as required to meet the contract completion date.
- All long lead-time materials and equipment should be identified and addressed in the construction schedule. If any delivery times will potentially impact the Contractor's ability to complete the project within the contract period, it should be brought to the Architect/Engineer's attention as soon as possible.
- Material Substitutions. By contract, the appropriate time for material substitution requests is prior to bidding. Material substitutions during construction are generally, not viewed favorably. There are times and situations that may require substitutions to be made. The requirements and process are described in the General Conditions (Division 1). Please identify possible substitution requests to the A/E as soon as practical.

#### **3.2 Shop Drawings and Submittals.**

- The Contractor will review the project plans and specifications for submittal requirements, both for what submittals are required and any special requirements, such as samples, schedules or logs.
- Shop drawings and other submittals should be submitted to the A/E as soon as practical. Efforts should be made to group and submit relevant shops or submittals in complete packages.
- The Contractor is required to review and approve ALL shop drawings and submittals prior to submission to the A/E.
- The total number of submittals required is \_\_\_\_\_. The contractor should retain the appropriate number of sets for use in the O&M manuals.
- The contractor should expect a maximum turnaround time of \_\_\_\_\_ days, from the A/E. Colors will be selected at the point sufficient color submittals are received, by the A/E, to reasonably be made

#### **3.3 Construction Schedule.**

- The Contractor is required to prepare and submit a construction schedule of construction activities, as they are intended to be completed, for review of the A/E and DPW.
- Projects over one million value require the schedule to be a critical path method schedule.

- Projected project completion dates MUST reflect the contractual completion date. If an early finish date is projected, the schedule MUST show the balance of the contractual time period as project float.
- The baseline schedule MUST be submitted for review prior to the Contractor's first payment request.
- The Contractor is expected to update the project schedule once a month, for presentation at the monthly project meeting.
- If the project schedule indicates progress to be behind schedule, the contractor should be prepared to present a recovery plan for review.

### **3.4 Quality Assurance / Testing Requirements.**

- DPW will contract for testing services and pay for those services in connection with soils and compaction, concrete and reinforcement, field welding, bolting, spray fireproofing and other specified structural testing.
- Testing and/or certifications required by the electrical and mechanical drawings and specification sections are the contractor's responsibility to both arrange and pay for.
- Testing will be performed as specified, unless the frequency and/or types of testing are altered by the A/E.
- DPW has contracted with \_\_\_\_\_ for testing services on this project. The contractor is required to coordinate testing scheduling directly with the testing agency. The testing agency requires a minimum of 24 hours advance notice of required testing.
- The testing agency will compile failing test results and the cost of these tests will be back charged to the Contractor.

### **3.5 Project Safety.**

- It is to everyone's benefit to have a safe and clean project. Job safety is primarily the contractor's responsibility. DPW expects the contractor to have a safety program, meeting OSHA requirements, and conduct work by means and methods that foster a safe working environment.

### **3.6 Coordination of Work.**

- The Contractor is responsible for the coordination of all work under this contract. DPW expects the Contractor to control and/or direct the efforts of their sub-contractors. By contract, the Contractor's Project Superintendent is required to be on site anytime work is being performed.
- DPW and/or the A/E may require background information on the Contractor's proposed project superintendent, to determine their acceptability to the project. The proposed Project Superintendent for this project is:
- DPW expects the Contractor to coordinate activities, where they impact the operations of the agency, with the occupying agency. The agency DOES NOT have authority to direct the contractor (except limited security issues) to perform any work or make any changes to the contract.
- The Agency contact person is:
- Comments:

### **3.7 Project Inspection and Contract Compliance.**

- The DPW Field Representative is the "Owner's" representative during the construction process. ALL construction related documentation intended for DPW, informational or contractual, MUST be sent to the Field Representative.
- The State Division of Building Safety has completed the code review of the documents and a stamped set of documents is available, for review, from the Field Representative.
- Special Inspections required by the IBC will be performed by DPW's selected Testing Agency, for this project.
- The Field Representative is NOT authorized to direct the contractor or make changes in the contract. Any such directions will come from the A/E, ONLY.
- The Field Representative for this project is
- The State Division of Building Safety will perform all inspections for structural, electrical and mechanical code compliance.
- All inspections and/or approval of fire sprinkler and fire alarm systems will be through the State Fire Marshall's Office.
- Except in specific, limited situations, county and city building officials DO NOT have jurisdiction on State projects.

### **3.8 Record Documents**

- Record Drawings. The Contractor is required to maintain a clean set of blue/black line drawings marked with all changes and actual installation locations, as constructed.
- The A/E is to review the "as built" drawings monthly for content and completeness. Drawings are to be submitted to the A/E at or before the time of Substantial Completion, for review and approval.
- Record Specification. (If Required) The contractor is to submit a complete project specification manual, with all addenda incorporated and all materials and equipment, actually used, marked.
- Maintenance and Operation Manuals. The Contractor is required to compile \_\_\_\_\_ sets of manuals containing specification sheets, maintenance and operational data, per project specification requirements.
- The Contractor should review the specification for any other record document requirements (Testing or installation certifications, etc.).

### **3.9 Project Substantial Completion Requirements.**

#### **3.91 Substantial Completion.**

- The Certificate of Substantial Completion represents the actual project completion date, with respect to the contract time period and all warranties. The certificate also means the project is ready to and can be used for its intended purpose.
- The Contractor must request a substantial completion inspection, from the A/E, in writing. Additionally, the contractor should include his own "punch list", noting any unfinished work and any remedial work of which he may be aware.
- Prior to request for Substantial Completion, Contractor shall have obtained a Certificate of Occupancy from DBS indicating compliance with all required inspections.

- The A/E will determine if the project is substantially complete and schedule an inspection time.
- A list of items remaining to be completed, repaired, and/or replaced will be compiled and attached to the certificate. A maximum of 30 days is allowed to complete all punch list items and other closeout items.
- Comments:

## **4.0 CONTRACT PAYMENTS AND CHANGES.**

### **4.1 Contractor Payments.**

- Schedule of Values. The Contractor must submit, to the A/E and DPW, a schedule of values or contract amount breakdown, at least 15 days before the first payment is submitted. Contractor should review specifications for any required breakdown line items (such as a project closeout line item) and make sure they are incorporated.
- Contractor's Payment Requests must be submitted on the standard DPW form, included in your contract package. The contractors may use their own form for the schedule of values sheet (page 2), providing the same information is presented.
- DPW has no preference on when payment requests are submitted, but permits only one request per month. The most expedient process is to submit the payment request several days prior to the monthly project meeting, so approvals can occur at the meeting. Submittal date on this project will be \_\_\_\_\_.
- Retainage. 5% of the value of work complete will be held as retainage. Please round the retainage amount down to the nearest whole dollar. Remember that retainage has no bearing on the actual % completion and that payment line items are not to be billed as 100% unless they are actually 100% complete.
- The Contractor's signature on a payment request certifies that payment has been made to subcontractors and suppliers for work and materials provided in the previous month's payment request.
- Contractor is NOT to include any Change Order amounts in a payment request until a totally executed copy of the change order has been received from DPW.
- Payment for materials stored off site may be permitted in the following circumstances.
  - The Contractor must provide at least thirty (30) days advance written notice of its request to store off-site. Such notice must include a description of the type, quantities, locations and values of materials involved for the next billing cycle. All invoices must indicate the type, quantities and value of materials or equipment for which payment is requested.
  - Storage of materials at the Contractor's or Subcontractor's warehouse or shop is not suitable.
  - All materials stored off-site must be segregated and clearly marked with the DPW project number and as being the "Property of the State of Idaho."
  - The project architect and/or the DPW field representative must have unrestricted access to the stored materials during all business hours and may physically inventory all invoiced materials and may physically inspect the storage conditions.

- The Contractor must provide consent of surety for payment of materials stored off-site.
- The Contractor must maintain and must provide to the project architect, upon request, a current log of stored materials, which reflects when materials or equipment are used or added.
- The Contractor must obtain and maintain on all materials stored off-site all risk property insurance at replacement cost, with the state of Idaho listed as the loss payee.
- Comments:

#### **4.2 Changes to the Contract.**

- ALL changes to the contract must be documented by issuance of a Change Order or formal Architect's Supplemental Instruction. Changes may arise from unknown or unforeseen conditions or changes in the scope of work.
- Only the A/E is authorized to request pricing for a potential change, from the contractor. Any potential changes desired by DPW or the Agency must be addressed to the A/E for incorporation into a Proposal Request, which will adequately explain the proposed change to the Contractor.
- Contractor's pricing for change order work, whether initiated by an Architect issued Proposal Request or contractor proposal, will be broken out to show labor and material for all trades and submitted on the Contractor's letterhead.
- For ease of calculation, all sub-contractor, supplier and general contractor costs should be totaled as "raw" costs and the allowable markup applied to the total "raw" cost.
- The Contractor should address ALL pricing and/or cost proposals to the Architect. The Architect should forward an informational copy to the Field Representative... DPW expects the A/E to make a recommendation concerning the appropriateness or value of the contractor's proposal.
- Contractors should NOT proceed with Change Order work until they have a fully executed copy of the Change Order authorizing the work (except for Construction Change Directives).

#### **4.3 Construction Change Directives.**

- CCD's may be used in several situations during the project, but are intended to give authority or direct the Contractor to perform work, without an executed Change Order.
- A CCD may be issued to give immediate authority to proceed with work when necessary to preserve the project schedule and/or protect life and property. A CCD may have a fixed lump sum price (preferable), a unit cost or a not to exceed amount.
- A CCD can be issued to direct action, by the Contractor, in situations where no agreement can be made between the DPW and the Contractor as to price and/or scope. This allows the project to proceed while acknowledging an issue exists requiring future resolution.
- CCD's must be incorporated into a Contract Change Order before work covered by them can be billed.
- The Field Representative. is authorized to sign CCD's up to \$\_\_ on this project. Force account and disputed work CCD's must be signed by the Administrator. Time extensions should be avoided on CCD's, if possible.

#### **4.4 Architect's Supplemental Instructions.**

- ASI's are issued by the A/E to make minor, no cost changes that may result from clarifications or Requests for Information or other contract questions.
- The Contractor has 21 days to review an ASI prior to it becoming a part of the contract. If a contractor believes an ASI contains added work or changes that involve increases or decreases in the contract amount, they should address it, in writing, to the A/E, within the 21day window.
- Comments:

#### **5.0 Contract Closeout Requirements.**

##### **5.1 Contractor's Responsibilities.**

- Record drawings and specifications must be completed, reviewed and submitted to the A/E.
- Maintenance and Operations Manuals must be completed reviewed and submitted to the A/E. This should include any written warranties or testing certifications, etc. as may be required.
- All specified owner maintenance and operational training must be completed and signed off by those trained. Training sign offs should be submitted to the A/E.
- The following forms must be executed and submitted to the A/E:
  - Consent of Surety to Final Payment.
  - The State Release of Claims form.
  - Contractors Affidavit of Payment of Debts and claims
  - All punch list items must be corrected and checked by the A/E.
  - A final payment request must be submitted to the A/E requesting 100% payment of the final contract amount, including retainage.

##### **5.2 A/E Responsibilities.**

- Review, approve and submit, to DPW, all Record Drawings, Specs, M&O manuals or other required documentation.
- Prepare and submit a contract closeout package including the following:
  - The contractor's Consent of Surety
  - The Contractor's Release of Claims
  - The Contractor's Affidavit of Payment of Debts and Claims
  - The contractor's final Payment Request, with A/E approval
  - The A/E's final acceptance letter/checklist certifying that to the best of his or her knowledge the contract is complete and can be closed out.
- Comments:

#### **6.0 Miscellaneous Items.**

##### **6.1 Meetings.**

- Monthly meetings are required by contract. These meetings need to attended by the general contractor, sub-contractors who have work ongoing or soon to start, the Project Architect, Consultant Engineers as may be required, agency representative(s) and DPW representative(s). The Project Architect is responsible for conducting and producing minutes for these meetings. The standard DPW meeting agenda will be used.



- The first monthly meeting will be \_\_\_\_\_ at \_\_\_\_\_.
- Weekly coordination meetings and/or pre-installation meetings may be specified. The Contractor is responsible to review the specification for these requirements and call for these meetings as appropriate. \_\_\_\_\_ will conduct these meetings and produce the minutes.
- Comments:

## **7.0 Site Issues.**

- Site Access. Comments:
- Use of Site and lay down areas. Comments:
- Site utilities. Comments:
- Site security. Comments:

## **8.0 Other concerns or issues.**